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Regis College and the Regis College Chapter of the
American Association of University Professors.

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ABSTRACT

This agreement was made on March 17, 1975. Articles of the agreement cover: the agreement and recognition; faculty-administration relationships; salary schedule and fringe benefits; grievance; and provisions for contract revision. This agreement will continue in force until August 15, 1977 or until superseded by another agreement. (PG)

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COLLECTIVE BARGAINING AGREEMENT

1975 - 1977

between

REGIS COLLEGE

and

The Regis College Chapter

of the

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

HE 006 324

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Agreement and Recognition

- I This Agreement is entered into this 17th day of March, 1975, between Regis College and the Regis College Chapter of the American Association of University Professors, hereinafter referred to as the College and the Chapter respectively.
- II The College acknowledges the certification of the Chapter as the exclusive representative of all regular ranked faculty currently teaching at least six semester hours; all regular part-time ranked faculty and lecturers currently teaching at least three semester hours and who have taught at least three semester hours in at least one of the two previous academic semesters (excluding summer session); all professional librarians; all department chairmen; all division directors; and all athletic coaches who also teach at least three semester hours --- all of whom are currently employed at Regis College in Denver, Colorado. The following are not to be considered members of the bargaining unit: office clerical employees, guards, officers of administration and administrative staff (specifically therein, Director of Counseling Services, Director of Athletics, Head Librarian, the Director, Associate and Assistant Director(s) of Campus Ministry), and all other supervisors defined in the National Labor Relations Act, and all other employees.
- III All employment contracts issued to individual members of the faculty represented by the Chapter shall contain the following clause:
- This contract is offered and accepted subject to the applicable provisions of the Collective Bargaining Agreement 1975 - 1977 between Regis College and the Regis College Chapter of the American Association of University Professors.
- IV The Chapter does not request, and there is no provision in this Agreement for, an "agency shop" (payment of dues to the Chapter by faculty members who do not join the Chapter).

ARTICLE II

Faculty-Administration Relationships

- I A Chapter-College Relations Committee, which will meet monthly from September through May, starting with the effective date of this Agreement, will be established. The Committee will consist of three representatives of the Regis College Chapter of the American Association of University

Professors, one of which will be the Chapter President or his or her designee, and three representatives of the College administration, one of which will be the President of the College or his designee. The Chapter-College relations Committee will attempt to clarify the concerns of either party which are covered by this Agreement or on matters which need to be bargained in the future, and will also work to improve general faculty-administration relationships. The Committee will have the option, if both parties agree, to submit any specific concerns to formal negotiations during the term of this Agreement. If not so referred, at least preliminary elaborations of future Agreement provisions can be developed by both parties.

- II Both parties recognize the Agreement of January 24, 1975, between the President of the College and the President of the Regis College Chapter of the American Association of University Professors pertaining to the FACULTY HANDBOOK, specifically: The Faculty Handbook Committee, when it completes its draft, will submit it to the Executive Committee of the Regis College Chapter of the AAUP and to the President of Regis College for their respective approval. Should the Faculty Handbook Committee not agree on some matters, it is authorized to submit minority reports on these areas, with reasoning, to the respective parties.

After examination by the AAUP Chapter and the President of the College, a meeting of the President of the AAUP and the President of the College, or his designee, will be held to (1) indicate those sections of the new FACULTY HANDBOOK that are considered part of the Agreement being negotiated between the AAUP Chapter and the College, and (2) authorize bargaining on those sections, if any, on which there is disagreement on inclusion or wording. Formal negotiations, including mediation and arbitration as set forth in Article IV, will be used to resolve any impasse. Both the College and the Chapter clearly recognize that fairly established "conditions of employment" and "management rights" areas exist in collective negotiations agreements and in arbitration decisions in other postsecondary educational settings, and these precedents will be used to help resolve any "gray areas" that may develop.

Upon resolution of disputed section(s), the FACULTY HANDBOOK will be published and appended to the Contract with appropriate agreement sections noted. No change may be made in such sections without agreement between the Chapter and the College.

- III For the period of this Agreement the College and the Chapter, as the certified bargaining agent, agree that the 1967 FACULTY HANDBOOK and policies now in being and as currently interpreted, except as superseded by this Agreement, will be in force as the rules and regulations of the Regis College academic community until replaced by the revised FACULTY HANDBOOK, portion by portion.

Those parts of the revised FACULTY HANDBOOK which become part of this contract under this Article will remain in force during the period of this contract and thereafter until amended by the parties. It is the intention of the College that those parts of the FACULTY HANDBOOK not part of this contract will continue under periodic review and revision.

ARTICLE III

Salary Schedule and Fringe Benefits

I General Provisions

- 1 No full-time faculty member or librarian will receive a lower increment in the year of promotion or the subsequent year than would have been received with that promotion.
- 2 Full-time faculty members and librarians beyond the normal age of retirement (sixty-five years) on the first day of class of the academic year receive a \$440 increase on the previous year's salary.
- 3 Librarians serve on twelve-month appointment, undergo the same salary determination as faculty members and receive one-eleventh additional salary. Librarians receive annual vacation of twenty-two working days.
- 4 If the doctorate is earned and notice is officially received from the granting institution prior to the first day of class in a semester, the salary will be recomputed for that semester. The recomputation will take this form: The individual will move to the appropriate range within the doctorate schedule. The resulting increase in the annual salary base will be at least \$600.
- 5 Years in present rank at other institutions to be credited to new faculty members will be determined mutually by the prospective faculty member and the College upon employment, provided the years credited do not exceed actual years in that rank.
- 6 Ranked faculty members and librarians who are not on a full-time basis will have their salaries computed according to the method set forth in this Agreement, and then adjusted to their portion of full-time status.

II 1975 - 1976

- 1 The 1975-1976 increase in salary for full-time faculty and librarians will be at least \$700, plus 6% of the salary total (current salary plus \$700), or up to the minimum on Faculty Salary Table B, whichever is greater.

- 1 Full-time faculty and librarians will receive a salary increase of five (5%) percent and one-half of the Consumer Price Index increase over five percent up to and including ten percent. The CPI will be calculated from July 1, 1975, to June 30, 1976, as published for the Denver metropolitan area by the University of Denver, College of Business Administration, Division of Research.
- 2 Should the increase in the CPI for Denver metropolitan area exceed twelve percent for the period above, the Chapter and the College agree to reopen negotiations during September, 1976, with respect to the cost of living clause only. Any increase in pay negotiated would be retroactive to the first pay check of the 1976-1977 academic year.

IV

Stipends for Special Lecturers - Regular Academic Year

1975-1976	\$230 per semester credit hour
1976-1977	\$245 per semester credit hour

V

Summer

Courses - The basic stipends for three-credit-hour summer courses are:

- | | | | |
|----|--------------------------------|-------------|-------------|
| | | <u>1976</u> | <u>1977</u> |
| a) | Special Lecturer | \$690 | \$700 |
| | Assistant Professor/Instructor | \$750 | \$775 |
| | Associate Professor/Professor | \$800 | \$825 |
- b) The basic stipend will be reduced by one-sixth for each student fewer than six in a course. The compensation will be based on the actual number of students enrolled in the course on the day after the tuition refund date as specified in the summer school announcement.
 - c) If there are fewer than four students enrolled in a course, the course will not be taught and the teacher will receive a stipend as standby compensation. This stipend is \$200 for both 1976 and 1977.
 - d) Any course with fewer than six and more than three students may be cancelled at the option of the teacher.
 - e) The compensation for directing independent study will be \$100 per student for both 1976 and 1977. Independent study courses may be offered only with approval of the faculty member involved, the department chairman and the Director of Faculty Academic Services.
 - f) Variances from the three-credit-hour format will be computed on a pro rata basis.

Workshops - The budget and compensation for workshops will be contracted on an individual basis between the workshop coordinator(s) and the Director of Faculty Academic Services. The compensation base cannot be less than the following:

- 1) For fifty students or fewer the workshop coordinator(s) receive fifty (50%) percent of the tuition collected less the Direct expenses of the workshop.
- 2) For enrollment beyond fifty the workshop coordinator(s) receives twenty-five (25%) percent of the tuition collected above fifty enrollees and fifty (50%) percent of the tuition collected for the first fifty, less the direct expenses for the workshop.
- 3) Direct expenses are defined as workshop staff pay other than the coordinator(s), special promotion, travel, special rentals of off-campus space or equipment, consumables, materials, entertainment or other direct costs of an unusual nature agreed to by the coordinator and the Director of Faculty Academic Services.

The College shall provide on-campus space, utilities, promotion and administrative direction and services which shall not be charged as direct costs.

FRINGE BENEFITS FOR EACH FULL-TIME FACULTY MEMBER AND LIBRARIAN

(Note 1)

Benefits 1975-1976

Retirement The College will match contributions to the TIAA -CREF retirement plan according to the following schedule:

- .. 2% of the individual's salary during the second year of employment
- .. 3% during the third and fourth years of employment
- .. 5% thereafter (Note 2)

Health Insurance Regis will pay premiums in total for Blue Cross/Blue Shield insurance coverage for each full-time faculty member. Family coverage will also be offered, with the faculty member paying the additional premium costs. Faculty may choose from two basic coverage options or others if they become available through the College:

- .. a comprehensive Blue Cross Plan with a Preferred 120 Blue Shield Supplemental Benefits Program and a major medical program which is designed to pay or reimburse for hospital stays, surgical procedure and catastrophic costs which may arise from an exceptionally critical injury or illness.
- .. a panel practice program oriented to preventive medical care, regular visits and diagnosis of health status, as well as treatment of illness or injury.

Group Life Insurance Each full-time faculty member will receive three units of life insurance under the TIAA Collective Life Insurance Program. The value of these units is according to employee's age. There is no need for a medical examination and the faculty member can continue the insurance after termination of employment at Regis at his or her own expense until age seventy.

Long-term Disability Regis will pay premiums for group long-term disability insurance. Benefits will begin after six months of disability. The disability provision provides for a payment of 60% of the first \$1,500 of monthly salary plus 40% of the next \$750 to a maximum of \$1,200 per month.

Short-term Disability Regis will provide short-term disability benefits to those who have expended their sick leave as follows:

Short-term Disability (cont.)	... less than one year = accrued sick leave (no disability pay) one up to three years = full pay for first five weeks; then 70% of pay for twenty-one weeks three up to ten years = full pay for first five weeks; then 80% of pay for twenty-one weeks ... ten or more years = full pay for first five weeks; then 90% of pay for twenty-one weeks a bank of ten days sick leave is given to each full-time faculty member and librarian on employment for the first year of employment.
Tuition Waiver	Tuition-free instruction from the College and High School will be available to all full-time faculty and librarians. Husbands and wives and dependent sons and daughters under twenty-two years of age who receive more than 50% of their support from their parents may also receive tuition-free instruction in regular High School or College courses. There is no restriction on the times they may use this benefit.
Note 1	The agreement between the Jesuit Community, the College and the Chapter regarding fringe benefits shall remain operative throughout the term of this Agreement.
- 7 - Note 2	TIAA-CREF information: New faculty shall be credited in full for prior years of participation in a TIAA-CREF plan. Regis faculty are required to participate in TIAA-CREF after three years of employment or at age thirty-five, whichever occurs first.
<u>Package</u>	<u>1976-1977</u> All fringe benefits remain the same and there will be two new benefits: 1) The Chapter and the College will develop, through the Chapter-College Relations Committee, an improved long-term disability plan, if available, which will cover 75% of the full-time faculty member's salary. 2) The College will pay into TIAA-CREF retirement plan of full-time faculty members an amount equal to FICA on that portion of the salary of a full-time faculty member above the FICA limits (e.g. 1975 currently 5.85% of \$14,100).

TABLE B - FACULTY SALARY SCHEDULE¹

<u>Instructor (M.A.)</u>		<u>Assistant Professor (M.A.)⁴</u>		<u>Assistant Professor (Ph.D.)⁴</u>	
1	9,300 - 10,100 ²	1	10,000 - 11,000	1	11,000 - 12,000
2	9,700 - 10,500	2	10,400 - 11,400	2	11,500 - 12,500
3	10,100 - 10,900 ³	3	10,800 - 11,800	3	12,000 - 13,000
		4	11,200 - 12,200	4	12,500 - 13,500
		5	11,600 - 12,600	5	13,000 - 14,000
		6	11,900 - 12,900	6	13,500 - 14,500
		7	12,200 - 13,200 ³	7	14,000 - 15,000 ³
<u>Associate Professor^{4, 5}</u>		<u>Professor^{4, 5}</u>			
1	13,500 - 15,000	1	16,000 - 18,000		
2	14,000 - 15,500	2	16,500 - 18,500		
3	14,500 - 16,000	3	17,000 - 19,000		
4	15,000 - 16,500	4	17,500 - 19,500		
5	15,500 - 17,000	5	18,000 - 20,000		
6	16,000 - 17,500	6	18,500 - 20,500		
7	16,500 - 18,000 ⁶	7	19,000 - 21,000 ⁶		

¹The salary ranges on this Schedule are minimum and maximum salaries; no faculty member's base salary shall exceed the maximum for his rank, degree and time in rank, notwithstanding the provisions of Article III.

²A salary increase of at least \$600 will be made in and for the year 1976-77 for those promoted from Instructor to Assistant Professor with M.A.

³Range is \$220 higher per year for each year beyond seven for Assistant Professor and each year beyond three for Instructor.

⁴Range limits for persons holding the Masters Degree and CPA are midway between the M.A. and Ph.D. at each level.

⁵Range is \$1,000 less if Masters is highest degree.

⁶Range is \$450 higher per year for each year beyond seven for Associate and full Professor.

ARTICLE IV

Grievances

Intent -

The College and the Chapter recognize and endorse the importance of adjusting grievances properly without fear of prejudice or reprisal. Accordingly, the College and the Chapter agree that they will use their best efforts to encourage the informal and prompt settlement of grievances, as hereinafter defined. The orderly processes hereinafter set forth are designed to protect academic freedom, tenure, and academic due process, and shall be the sole method for the resolution of all grievances.

Definition -

A grievance is defined as an allegation by a faculty member, a group of faculty members, or the Chapter that there has been (i) a breach, misinterpretation or misapplication of the terms of this agreement; (ii) a claimed violation of College policy; or (iii) a claimed infringement of the rights of a faculty member (as set forth in the Charter-College agreed upon sections of the FACULTY HANDBOOK) which relate to compensation, appointment or reappointment, tenure, promotion, dismissal, suspension, reassignment, or professional environment.

Review Committee -

A Review Committee of five members is herewith established in the following manner: Two faculty members will be chosen by the Chapter; two members will be chosen by the President of the College; a fifth member will be chosen by the first four. The committee members will elect a chairman. All committee members will normally serve for the duration of this contract.

The Review Committee as a whole will consider written grievances with supporting evidence from any Regis College faculty member, group of faculty members, or the Chapter. The written grievance should set forth in detail the wrong alleged and, insofar as possible, against whom it is directed, and shall contain any factual or other data which the grievant deems pertinent, and must be received within twenty (20) calendar days of the grievant's first clear awareness of the alleged grievance.

Procedure for Handling Grievances -

- Step 1 The Review Committee will attempt to settle the grievance by informal methods. In the course of doing this, the Review Committee will collect all pertinent documents and will conduct informal discussions between the concerned parties. If the grievant is an individual faculty member or group of faculty members, the grievant may, at his option, present his grievance either with or without a representative of the Chapter.

When a grievance is resolved by these informal methods, the resolution shall be put in writing by the Review Committee and given to the grievant, the President of the College, and the President of the Chapter. Such resolutions shall not constitute a binding precedent in the disposition of similar grievances.

- Step 2 (a) If the grievant is the Chapter or a group of faculty members and the grievance cannot be resolved by informal methods, the Review Committee will present a recommended resolution of the grievance in writing to the President of the College and the President of the Chapter within fourteen (14) calendar days after receipt of the grievance. This resolution can either be accepted by both parties or rejected by either party. Rejection or acceptance by each party will be communicated in writing, within seven (7) calendar days after receipt of the recommended resolution, to the Review Committee. The written rejection should include reasons and, if desired, suggested alternative solutions. The Review Committee shall advise each party to the grievance, within seven (7) calendar days after receipt, of the acceptance or rejection by the other party, and, when alternative resolutions are suggested, of any change in their recommended resolution. Any change in the recommended resolution of the Review Committee may be preceded by informal methods of resolution as set forth above. Any new recommended resolution by the Review Committee can either be accepted by both parties or rejected by either party, as set forth above. Following advisement by the Review Committee of the acceptance or rejection by the other party, either the College or the Chapter can proceed to arbitration as set forth herein.
- (b) If the grievant is an individual faculty member and the grievance cannot be resolved by informal methods, the Review Committee will determine if a formal grievance hearing shall be conducted. Such a hearing will be conducted when the unresolved grievance has been adjudged to involve:
- A (i) dismissal, for alleged adequate cause, of tenured faculty or untenured faculty within the term of an individual contract; or
 - (ii) suspension of a faculty member for alleged adequate cause; or
 - B (i) notice of nonreappointment of untenured faculty; or
 - (ii) denial of promotion or tenure; or
 - (iii) denial of placement within the general salary schedule commensurate with the qualifications of the faculty member, or denial of a merit increase because it is alleged, with regard to B (i) - (iii) that:

- a) normal College and Committee procedures were violated and that due process was denied, or that an arbitrary and capricious action resulted; or
- b) the decision in the above matters was based on consideration in violation of the faculty member's academic freedom; or
- c) the decision in the above matters was based on considerations in violation of governing policies bearing upon nondiscrimination with respect to race, sex, religion, national origin, or collective activity (or lack thereof).

When a formal grievance hearing is to be conducted, the Review Committee will notify the parties involved and will supervise the formation of an ad hoc grievance committee.

- A Written notice will be given to the President of the College, the President of the Chapter, and all of the parties to the grievance that a formal grievance hearing is to take place.
- B The Review Committee will supervise the formation of the ad hoc grievance committee in the following way: The grievant will select a faculty member as the first member of the ad hoc committee. The President of the College or his designee will select, as the second member of the ad hoc committee, a faculty member other than the grievant's department chairperson or division director. The two ad hoc committee members thus chosen will choose a third faculty member other than the grievant's department chairperson or division director. All three ad hoc committee members must be ranked faculty members.
- C The Review Committee will set a definite date, time, and place for the grievance hearing that is agreeable to all parties concerned. The arrangements should be completed within fourteen (14) calendar days after receipt of the grievance by the Review Committee.
- D The grievance hearing will begin no more than twenty-eight (28) calendar days after completion of the arrangements, thus allowing all parties adequate time to prepare evidence and obtain documentary and other information.

Step 3 The Formal Grievance Hearing

The hearing will be conducted in private and public statements about the case will be avoided as much as possible.

During the proceedings, the grievant will be permitted to have an academic advisor and counsel of his own choice. The advisor may, but need not,

be a representative of the Chapter. Both the Chapter and the College shall have the right to have a participating representative present.

All parties to the grievance will have the right to obtain witnesses and present evidence. The College will cooperate with the ad hoc committee in securing witnesses and making available documentary and other evidence requested by the grievant. All parties will have the right to cross-examine witnesses. Where the witness cannot or will not appear, but the ad hoc grievance committee determines that the interests of justice require admission of his statement, the committee will identify the witness, disclose his statement, and if possible provide for interrogatories.

In cases involving nonreappointment, denial of promotion or of tenure, or determination of salary (as defined above), the burden of proof about the existence of the reasons alleged shall be on the grievant.

In any case of dismissal or suspension (as defined above), the burden of proof that adequate cause exists for the action shall be on the College, which proof shall be by clear and convincing evidence in the record considered as a whole.

The ad hoc grievance committee will not be bound by strict rules of legal evidence. Every possible effort will be made to obtain the most reliable evidence. The decision will take the form of findings of fact and recommended disposition of the grievance. The findings of fact and the recommended disposition of the grievance must be based solely on the hearings record, pertinent College procedures and customs, and the law of the land.

A secretary will be provided by the College to take a shorthand record of the proceedings and a transcript will be made available to each party. Audio recordings of the hearings may be made by either party at its own expense.

The ad hoc grievance committee will present its decision in writing within seven (7) calendar days of the hearing to both parties, the President of the College, and the President of the Chapter. This decision, insofar as it consists of a recommended disposition of the grievance, may be either accepted by both parties or rejected by either party. Rejection or acceptance by each party will be communicated in writing to all persons involved, within five (5) calendar days after receipt of the decision. Following advisement of the acceptance or rejection by the other party, either the College or the Chapter can proceed to arbitration as set forth herein.

Arbitration -

Where a grievance is not considered by the grievant and the Chapter or by the College to be satisfactorily resolved, there may be resort to arbitration. The grievant alone, however, does not have the right to invoke arbitration.

If either the College or the Chapter wishes to resort to arbitration, the President of the College and the President of the Chapter must consult with each other before doing so and attempt to resolve the dispute, and, after consultation, give formal notification of the decision to resort to arbitration to all parties involved in the grievance.

All submission to arbitration must be made within fourteen (14) calendar days after receipt of the written acceptance or rejection by the other party of the ad hoc grievance committee's decision.

After notification of the submission to arbitration, the Chapter and the College shall attempt to agree upon the arbitrator to be selected. For economic and practical reasons, both the Chapter and the College will attempt to agree on an appropriate person within the state of Colorado to serve as arbitrator. If no such agreement is reached within seven (7) calendar days after the date of the notification of the submission to arbitration, then the Chapter and the College will each prepare a list of three (3) acceptable arbitrators. If any name appears on both lists, this individual will be the arbitrator. If no name appears on both lists, then a copy of the submission for arbitration shall be sent to the Denver office of the Federal Mediation and Conciliation Service and an arbitrator shall be named by that service. The decision of the arbitrator shall be final and binding upon the parties and shall immediately be complied with.

The cost of arbitration shall be borne equally by the Chapter and the College. Expenses of witnesses shall be borne by the party who calls them.

No resort to law shall be permitted to any person except to enforce the decision of the arbitrator. This limitation, however, shall not be construed to violate public policy; thus nothing contained in this Agreement shall prevent any faculty member from bringing before any governmental administrative agency any complaint based upon discrimination with regard to race, creed, color, national origin, age, sex, marital status, or collective activity (or lack thereof).

General Provisions -

The filing or pendency of any grievance under the provisions of this Article shall not prevent the College from taking the action complained of, subject however, to the final decision on the grievance.

Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits, or such additional period of time as shall be mutually agreed upon in writing, shall permit the grievant to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, or such additional period of time as may be mutually agreed upon in writing, shall be deemed to be acceptance of the decision rendered at that step.

Extensions of time will normally be granted for good and sufficient reasons (e.g. illness) by mutual agreement.

ARTICLE V

Provisions for Contract Revisions and Length of Contract

- I Articles I, II, IV and V of this Agreement shall take effect on the first date above written. Article III shall become effective on the same date, but operative in terms of specific salary provisions on August 15, 1975. This Agreement will continue in force until August 15, 1977, or until superseded by another Agreement.

- II Contracts between the College and the Chapter will be agreed to and arranged for by the President of the College and the President of the Regis College Chapter of the AAUP.

Bargaining between the College and the Chapter will be conducted by no more than three persons authorized by the Executive Committee of the AAUP to bargain for the Chapter, and by no more than three persons authorized by the President to bargain for the College. Each party will notify the other party at least one week prior to bargaining of the three persons so authorized.

Memoranda of agreement between the College and the Chapter and amendments to this contract will be signed by the President of the College and by the President of the Regis College Chapter of the AAUP for the Chapter.

- III At any time subsequent to January 15, 1977, either party may give written notice to the other party of its desire to negotiate a new agreement for the following year(s), and meetings between the parties for that purpose shall begin no later than twenty (20) days after delivery of such notification.

REGIS COLLEGE CHAPTER
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

by Martha H. Ashmore
Martha H. Ashmore
President and Chief Negotiator

by John M. Hunthausen, S.J.
John M. Hunthausen, S.J.
Negotiator

by Francis J. Ozog
Francis J. Ozog
Negotiator

REGIS COLLEGE

by David M. Clarke, S.J.
David M. Clarke, S.J.
President

by W. J. Hannon
W. J. Hannon
Director of Corporate Services and
Negotiator

by Thomas A. Eramet
Thomas A. Eramet
Special Assistant to the President
and Chief Negotiator

by Donald L. Salmon
Donald L. Salmon
Executive Director of Public Affairs
and Negotiator

17 March 1975